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TR/LCA/JULY/16

Departmental Examination of Engineering Officers

July-2016

LAW OF CONTRACT AND ARBITRATION

(Without Books)

Full Marks – 100

Time – Three hours

The figures in the margin indicate full marks
for the questions.

GROUP-A

1. Answer any 2 (two) questions : $2 \times 5 = 10$
 - (i) Who are competent to contract ? What is a sound mind for the purpose of contracting ?
 - (ii) Discuss about compensation for loss or damage caused by breach of contract.
 - (iii) What is misrepresentation ? Distinguish between misrepresentation and fraud.
 - (iv) Distinguish between an agreement and a contract with illustration.

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2. From the four options given against each of the following questions, select the best / correct option and write it in the answer sheet.

$$15 \times 2 = 30$$

(i) An agreement enforceable at law is a / an

- (a) enforceable acceptance
- (b) accepted offer
- (c) approved promise
- (d) contract.

(ii) Every promise and every set of promises, forming the consideration for each other, is a / an

- (a) agreement
- (b) contract
- (c) offer
- (d) acceptance.

(iii) Under section 2 (b) of the Indian Contract Act, 1872, if the person to whom the proposal is made signifies his assent the proposal is said to have been

- (a) accepted
- (b) agreed
- (c) provisionally agreed
- (d) tentatively accepted.

(iv) In a valid contract, what comes first ?

- (a) enforceability
- (b) acceptance
- (c) promise
- (d) proposal.

(v) Under section 2 (c) of the Indian Contract Act, 1872, promisee is the

- (a) person who makes the proposal
- (b) person who accepts the proposal
- (c) person who makes the promise
- (d) person to whom the proposal is made.

(vi) A contract with a minor is a

- (a) valid contract
- (b) void contract
- (c) voidable contract
- (d) voidable at the option of either party.

(vii) An acceptance can be revoked

- (a) at any time before the communication of acceptance is complete as against the promisee

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- (b) after its acceptance comes to the knowledge of the promisee
- (c) both (a) and (b)
- (d) neither (a) nor (b).

(viii) When the consent is caused by undue influence, the contract under section 19A of the Indian Contract Act 1872, is

- (a) valid
- (b) void
- (c) voidable
- (d) illegal.

(ix) Considerations and objects are unlawful where it is

- (a) forbidden by law or defeat the provision of any law
- (b) which is fraudulent
- (c) which is immoral and against the public policy.
- (d) all the above.

(x) An agreement shall be void on account of

- (a) mistake of fact by one party
- (b) mistake of fact by both the parties
- (c) mistake of foreign law
- (d) both (a) and (b).

(xi) A contingent contract based on the specified uncertain event happening within a fixed time under section 35

- (a) remains valid even if the event does not happen within that fixed time
- (b) becomes void at the expiration of the time fixed
- (c) becomes void if the happening of that event becomes impossible before the expiry of time fixed
- (d) both (b) and (c).

(xii) A agrees to buy from B a certain horse. It turns out that the horse was dead at the time of the bargain, though neither party was aware of the fact

- (a) the agreement can be voided
- (b) the agreement is void
- (c) either (a) or (b)
- (d) none of these.

(xiii) Novation under section 62 of the Indian Contract Act, 1872 is brought about by

- (a) introduction of new parties

(b) by alteration between the same parties by introduction of new terms
(c) either (a) or (b)
(d) none of these.

(xiv) Which of the following defines 'Agent' and 'Principal' in the Indian Contract Act, 1872 ?

(a) Section 180
(b) Section 190
(c) Section 185
(d) Section 182.

(xv) Which of the following is true of a voluntary retirement scheme offered by an employer ?

(a) It is not a proposal
(b) It is an invitation to treat
(c) either (a) or (b)
(d) All of them.

GROUP-B

3. Answer any 2 (*two*) questions : $2 \times 5 = 10$

(i) Under what circumstances the Chief Justice of High Court can appoint an Arbitrator ? Narrate the procedure of appointment.

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(ii) Whether an arbitration agreement be discharged by the death of the parties to it?
Discuss.

(iii) What constitute an arbitration agreement within the meaning of Arbitration and Conciliation Act 1996 ?

4. Four options are given against each of the following questions, select the best / correct option and write it in the answer sheet :

$5 \times 2 = 10$

(i) Which among the following options is the main purpose of the Arbitration and Conciliation Act, 1996 ?

- (a) to comprehensively cover international and commercial arbitration and also conciliation as domestic arbitration and conciliation
- (b) to cover only domestic arbitration and conciliation
- (c) to cover only international arbitration
- (d) None of the above.

(ii) Finality to arbitral awards within meaning of section 35 of the Arbitration and Conciliation Act, 1996 shall

- (a) not be binding on parties

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- (b) be binding on government authority
- (c) be binding on first party only
- (d) be binding on the parties and persons claiming under them respectively.

(iii) An arbitral award becomes enforceable when

- (a) the time for making an application for setting aside the arbitral award has expired and no such application has been made
- (b) an application for setting aside the arbitral award has been refused
- (c) either (a) or (b)
- (d) neither (a) nor (b).

(iv) The arbitral tribunal may arrange for administrative assistance

- (a) with the consent of parties
- (b) with the consent of the claimant
- (c) without the consent of parties
- (d) of its own, irrespective of the consent of the parties.

(v) The delay in making an application for setting aside the arbitral award under section 34 of the Arbitration and Conciliation Act, 1996.

- (a) cannot be condoned
- (b) can be condoned for a maximum period of 30 days

(c) can be condoned for a maximum period of 60 days
(d) can be condoned for a maximum period of 90 days.

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GROUP-C

5. Answer any 2 (two) questions : $2 \times 5 = 10$

(i) Describe the provisions in respect of Limitation of suits, appeals and applications as per Limitation Act, 1963.

(ii) Under what circumstances and conditions a payment of interest or a part payment of the principal amount by or on behalf of debtor extend the period of limitation ?

(iii) Narrate the provision about continuous running of time under Section 9 of Limitation Act, 1963.

6. Four options are given against each of the following questions, select the best / correct option and write it in the answer sheet :

$5 \times 2 = 10$

(i) If the money-suit filed within three years from the date on which cause of action arises then the suit

(a) does not relate to Limitation Act, 1963

- (b) is not barred by limitation
- (c) is barred by limitation
- (d) depends on application for condonation of delay.

(ii) Delay in filing the suit

- (a) cannot be condoned.
- (b) can be condoned under section 3, of Limitation Act, 1963
- (c) can be condoned under Order VII, Rule 6, CPC
- (d) can be condoned under section 5, of Limitation Act, 1963

(iii) A suit for possession based on the right of previous possession and not on title can be filed

- (a) within one year of dispossession
- (b) within three years of dispossession
- (c) within twelve years of dispossession
- (d) within six months of dispossession.

(iv) The Limitation Act, 1963 applies to

- (a) the whole of India except the State of Jammu and Kashmir

(b) the whole of India including the State of Jammu and Kashmir

(c) the whole of India except the North-Eastern States of India

(d) the whole of India except the State of Jammu and Kashmir and the North-Eastern States of India.

(v) Which is not correct of law of limitation

(a) limitation bars the judicial remedies

(b) limitation is a negative in its operation

(c) limitation is a procedural law

(d) limitation bars the extra judicial remedies.

GROUP-D

7. Answer any 2 (two) questions : $2 \times 5 = 10$

(i) When the Principal is liable for injuries to a workman under his contractor ? What is the liability of the contractor ?

(ii) What are the exceptions to the employer's liability to compensate a workman from a personal injury caused to him by an accident arising out of and in the course of employment ?

(iii) Narrate about compensation to be paid when due and penalty for default thereof.

(iv) Who are the 'dependent' as per Section 2 (d) of Workmen's Compensation Act, 1923 ?

GROUP-E

8. Answer any 2 (two) questions : $2 \times 5 = 10$

(i) What is meant by 'Works Contract' as per Tripura Value Added Tax Act, 2004 ?

(ii) Describe how Tripura Value Added Tax Tribunal is formed. Who are the members of Tribunal ? What is the time period of the members of Tribunal to hold their office ?

(iii) Explain the responsibility of Executive Engineer regarding deduction of VAT from Contractors' bill. Describe the procedure for deduction of VAT in respect of civil works like buildings, bridges, roads etc. and after deduction to whom the deducted amount of tax is deposited.

(iv) Describe the procedure for submission of a memorandum of appeal against an order passed by the competent authority as per Tripura Value Added Tax Rules, 2005.